

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
-and- : Case No. 01-17-0001-5686
CITY OF PHILADELPHIA : Grievant: Darnell Jessie
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Darnell Jessie ("Jessie"), Payroll # [REDACTED] is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on June 8, 2015, Jessie was charged with, and ultimately suspended for, the following violation of the Disciplinary Code: Conduct Unbecoming, 1-§013-10 (Knowingly and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, or fugitives from justice, or others that compromises, discredits, prejudices or otherwise makes suspect an employee's authority, integrity, or credibility), for a total of twenty days, and Neglect of Duty, 5-§011-10 (Failure to comply with any Police Commissioner's orders, directives, memorandums, or regulations; or any oral or written orders of superiors), for a total of five days; and,

WHEREAS, Jessie initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. Jessie's charge and violation under the Disciplinary Code for Conduct Unbecoming, 1-§013-10 (Knowingly and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, or fugitives from justice, or others that compromises, discredits, prejudices or otherwise makes suspect an employee's authority, integrity, or credibility), and 20-day suspension, shall be removed from his disciplinary record and shall be changed to a charge and violation under the Disciplinary Code for Conduct Unbecoming, 1-§001-10 (Unspecified), and a ten-day suspension.

2. Jessie's charge and violation under the Disciplinary Code for Neglect of Duty, 5-§011-10 (Failure to comply with any Police Commissioner's orders, directives, memorandums, or regulations; or any oral or written orders of superiors), and five-day suspension, shall remain unchanged.

3. The City shall make Jessie whole for 10 days.

4. In consideration of the foregoing, the FOP and Jessie agree to withdraw, with prejudice, the grievance and demand for arbitration in this matter.

5. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

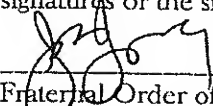
6. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

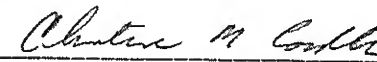
7. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

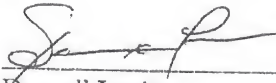
8. In further consideration of the foregoing, the FOP and Jessie, and their agents, assigns, heirs, and representatives, release the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

9. By entering into this Agreement and in exchange for the promises made herein, Jessie, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Jessie in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Jessie, intending to be legally bound by this Agreement, enter into this Agreement this ____ day of February, 2018, as evidenced by their signatures or the signatures of their representatives below.

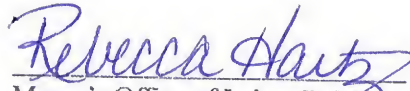

Fraternal Order of Police,
Lodge No. 5
Date: 8-28-18


Philadelphia Police Department
Date: 8/16/18



Darnell Jessie

Date: 8-7-18



Mayor's Office of Labor Relations

Date: 8/20/18

